



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

DEAN D. EFSTATHIOU, Acting Director

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P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

August 5, 2008

IN REPLY PLEASE  
REFER TO FILE: PD-1

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES AND STATE OF CALIFORNIA  
FOR THE STATE ROUTE 126/COMMERCE CENTER DRIVE INTERCHANGE  
IMPROVEMENTS PROJECT, COUNTY AGREEMENT NO. 75955,  
UNINCORPORATED COMMUNITY OF CASTAIC  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This action is to approve Amendment No. 1 to Cooperative Agreement between the County of Los Angeles and the State of California covering the design phase of the State Route 126/Commerce Center Drive Interchange Improvements project in the Castaic area, County Agreement No. 75955. Amendment No. 1 extends the termination date of the Cooperative Agreement to December 31, 2010.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chair of the Board to sign Amendment No. 1 to Cooperative Agreement between the County of Los Angeles and the State of California, acting by and through the State of California Department of Transportation, covering the design phase of the State Route 126/Commerce Center Drive Interchange Improvements project, County Agreement No. 75955. Amendment No. 1 extends the termination date of the Cooperative Agreement to December 31, 2010.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to execute the attached Amendment No. 1 (Amendment) to County Agreement No. 75955 (Agreement) between the County of Los Angeles (County) and the State of California, acting by and through the State of California Department of Transportation (Caltrans), covering the design phase of the State Route (SR) 126/Commerce Center Drive Interchange Improvements project (Project). The Amendment extends the termination date of the Agreement to December 31, 2010, which is needed to complete the design phase of the Project.

Newhall Land is performing the preliminary engineering for this project, as provided for under a separate agreement. The design phase and right-of-way engineering of the project has taken longer than anticipated due to the extensive coordination with Caltrans.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1) and Community Services (Goal 6).

By constructing the proposed improvements, traffic flow will be enhanced for County residents who travel on these roads, thereby improving their quality of life.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated cost for the County's engineering services during the design phase of the project remains \$810,000. Newhall Land has already deposited this amount with the County under a separate agreement. Therefore, this action will have no additional fiscal impact.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County, Newhall Land, and Caltrans propose to construct the Project which consists of a grade-separated interchange at the SR 126/Commerce Center Drive intersection, widening of SR 126, new freeway ramps, new traffic signals at the intersection of Henry Mayo Drive and Commerce Center Drive and at the eastbound ramps intersection, and realigning Henry Mayo Drive in the Castaic area.

On December 5, 2006, Item 47, your Board approved County-Newhall Land Agreement No. 75954 providing for Newhall Land to perform the preliminary engineering and to grant the necessary rights of way for the Project on property presently owned by or under the control of Newhall Land and to finance the entire cost of the design phase of the Project including the County's engineering services, currently estimated to be \$810,000. The County is to review and approve all preliminary engineering submittals and perform utility coordination, survey, and rights-of-way acquisition.

Also on December 5, 2006, Item 47, your Board approved the Agreement between the County and Caltrans providing for the County to prepare the project report, plans, specifications, and estimate for the Project and to acquire the necessary rights of way at no cost to Caltrans. Caltrans is to provide oversight, at its own cost, and a no-fee encroachment permit for the Project.

The Amendment has been reviewed and approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

On December 5, 2006, Item 47, your Board approved the Negative Declaration for this Project. The Negative Declaration found that the Project will not have a significant effect on the environment in accordance with the provisions of the California Environmental Quality Act.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

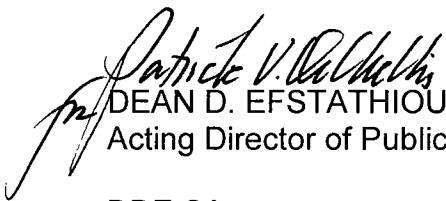
SR 126 is part of the State Freeway and Expressway System. It is a major access route between Interstate 5 and Ventura County. Commerce Center Drive is a major highway on the County Highway Plan and the proposed improvements are needed and of general County interest.

The Honorable Board of Supervisors  
August 5, 2008  
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## **CONCLUSION**

Please return two adopted copies of this letter and four original signed copies of the Amendment to Public Works, Programs Development Division. After the Amendment has been executed by Caltrans, a fully executed original will be returned to the Executive Office of the Board.

Respectfully submitted,



DEAN D. EFSTATHIOU  
Acting Director of Public Works

DDE:SA:pr

Attachment

c: Chief Executive Office  
County Counsel

07-LA-126 KP R6.8/R8.3 (PM R4.2/R5.2)  
SR126/Commerce Center Drive intersection,  
And Henry Mayo Drive  
EA No. 07 - 187220

**District Agreement No. 07-4658A-1**

**AMENDMENT No. 1 TO COOPERATIVE AGREEMENT**

THIS AMENDMENT No. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, 2008,  
is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation,  
referred to herein as "STATE", and

COUNTY OF LOS ANGELES, a political  
subdivision of the State of California,  
referred to herein as "COUNTY"

**RECITALS**

1. The parties hereto entered into a Cooperative Agreement 07-4658 on December 5, 2006, said Agreement defining the terms and conditions for highway improvements consisting of a grade-separated interchange at the State Route 126/Commerce Center Drive intersection, widening of State Route 126 and realignment of Henry Mayo Drive, referred to herein as "PROJECT".
2. It has been determined that the project will not be completed prior to the termination date of said Agreement.

**IT IS THEREFORE MUTUALLY AGREED:**

1. Section III, Articles 15 and 16, of the original Agreement (Document No. 75955) are replaced in their entirety as follows:
  15. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction conferred upon COUNTY or arising under this agreement. It is understood and agreed that, COUNTY will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this agreement.
  16. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction conferred upon STATE or arising under this agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this agreement.
2. The termination date specified in Section III, Article 19 of the original Agreement shall now be December 31, 2010, instead of September 30, 2008.
3. All other terms and conditions of Agreement 07-4658 shall remain in full force and effect.

**District Agreement No. 07-4658A-1**

STATE OF CALIFORNIA  
Department of Transportation

COUNTY OF LOS ANGELES

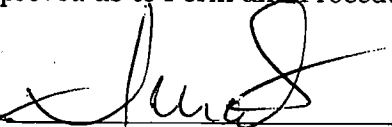
WILL KEMPTON  
Director

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
DOUGLAS R. FAILING  
District Director

ATTEST:  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors  
County of Los Angeles

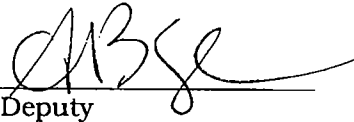
Approved as to Form and Procedure

By:  \_\_\_\_\_  
Attorney  
Department of Transportation

By: \_\_\_\_\_  
Deputy

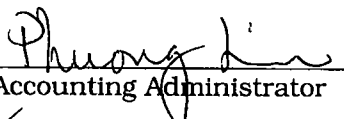
Approved as to Form  
RAYMOND F. FORTNER JR.  
County Counsel

Certified as to Funds

By:  \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
District Budget Manager

Certified as to Financial Terms and Conditions:

By:  \_\_\_\_\_  
Accounting Administrator  
for